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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Andrea M Agricoli Debtor

Case No. 19-10960-amc Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2 User: JEGilmore Page 1 of 1 Date Rcvd: Jan 08, 2020

Form ID: pdf900 Total Noticed: 8

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on

Jan 10, 2020.

cr

+Andrea M Agricoli, 1099 Grandview Circle, Pottstown, PA 19465-7778
Kohl's, c/o Becket and Lee LLP, PO Box 3001, Malvern, PA 19355-0701
North Coventry Municipal Authority, Yergey Daylor Allebach Scheffey Picardi,
1129 E. High Street, P.O. Box 776, Pottstown, PA 19464-0776 db +Andrea M Agricoli, cr cr

North Coventry Water Authority, 1129 E. High Street, PO Box 776,

Pottstown,, PA 19464-0776

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

E-mail/Text: megan.harper@phila.gov Jan 09 2020 03:14:47 City of Philadelphia, smg

City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor,

Philadelphia, PA 19102-1595

E-mail/Text: RVSVCBICNOTICE1@state.pa.us Jan 09 2020 03:14:24 smq

P.O. Box 280946. Pennsylvania Department of Revenue, Bankruptcy Division,

Harrisburg, PA 17128-0946

+E-mail/Text: usapae.bankruptcynotices@usdoj.gov Jan 09 2020 03:14:45 U.S. Attorney Office, smg

c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404 +E-mail/PDF: gecsedi@recoverycorp.com Jan 09 2020 03:15:43 Synchrony Bank,

c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

TOTAL: 4

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 10, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 8, 2020 at the address(es) listed below:

on behalf of Creditor GREGORY W. PHILIPS North Coventry Municipal Authority

gwphilips@ydasp.com, philipslaw@comcast.net

GREGORY W. PHILIPS on behalf of Creditor North Coventry Water Authority gwphilips@ydasp.com,

philipslaw@comcast.net

JOSEPH L QUINN on behalf of Debtor Andrea M Agricoli CourtNotices@rqplaw.com

KEVIN G. MCDONALD on behalf of Creditor HSBC Bank USA National Association, as Trustee on behalf of the certificate holders of Deutsche Alt-A Securities Mortgage Loan Trust, Series

2007-OA3 bkgroup@kmllawgroup.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 6

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Andrea M. Agricoli	<u>Debtor</u>	CHAPTER 13
HSBC Bank USA National Association, as Trustee on behalf of the certificate holders of Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-OA3 Movant vs.		NO, 19-10960 AMC
Andrea M. Agricoli	<u>Debtor</u>	11 U.S.C. Section 362
William C. Miller Esq.	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$14,622.48, which breaks down as follows;

Post-Petition Payments:

April 2019 to May 2019 at \$1,907.84/month

June 2019 to November 2019 at \$1,933.16/month

Suspense Balance:

\$792.16

Total Post-Petition Arrears

\$14,622.48

- 2. The Debtor shall cure said arrearages in the following manner:
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$14,622.48.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$14,622.48 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- 3. Beginning with the payment due December 1, 2019 and continuing thereafter,
 Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,933.16 (or as
 adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with
 late charges being assessed after the 15th of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: November 22, 2019	By: <u>/s/ Kevin G. McDonald, Esquire</u> Attorney for Movant
Date: 12/17/2019	Joseph L. Quinn, Esquire Attorney, for Debtor
Date: 12-18-19	Milliam C. Miller, Esquire Chapter 13 Trustee No objection
Approved by the Court this day of retains discretion regarding entry of any furt	, 2019. However, the court
Date: January 6, 2020	Bankruptcy Judge Ashely M. Chan